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17 Attorneys for Plaintiff  
18 EMAIL LINK CORPORATION

19 **UNITED STATES DISTRICT COURT**  
20 **DISTRICT OF NEVADA**

21 EMAIL LINK CORP.,

22 Plaintiff,

23 v.

24 TREASURE ISLAND, LLC; WYNN  
25 RESORTS, LIMITED; LAS VEGAS  
26 SANDS CORPORATION;  
27 COSMOPOLITAN HOTELS &  
28 RESORTS INC.; MGM RESORTS  
INTERNATIONAL; CAESARS  
ENTERTAINMENT  
CORPORATION; HARD ROCK  
HOTEL HOLDINGS, LLC; and  
HILTON WORLDWIDE, INC.,

Defendants.

Case No. 2:11-cv-1433

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff EMAIL LINK CORPORATION files this Original Complaint for patent  
2 infringement against Defendants TREASURE ISLAND, LLC; WYNN RESORTS,  
3 LIMITED; LAS VEGAS SANDS CORPORATION; COSMOPOLITAN HOTELS &  
4 RESORTS INC.; MGM RESORTS INTERNATIONAL; CAESARS  
5 ENTERTAINMENT CORPORATION, HARD ROCK HOTEL HOLDINGS, LLC; and  
6 HILTON WORLDWIDE, INC., alleging as follows:

7 **I. JURISDICTION AND VENUE**

8 1. This is an action for patent infringement arising under 35 U.S.C. §§ 271,  
9 281, and 284-285, among others. This Court has subject matter jurisdiction of this action  
10 under Title 28 U.S.C. § 1331 and § 1338(a).

11 2. The Court has general and specific personal jurisdiction over each  
12 Defendant, and venue is proper pursuant to 28 U.S.C. §§ 1391 and 1400(b). Each  
13 Defendant has substantial contacts with the forum as a result of pervasive business  
14 activities conducted within the State of Nevada. On information and belief, each  
15 Defendant regularly solicits business in and to Nevada and derives substantial revenue  
16 from products, systems, and/or services sold or provided to individuals or entities  
17 residing in, or traveling to their respective Nevada businesses including, but not limited  
18 to, hotel and resort services, and casino gaming.

19 **II. THE PARTIES**

20 3. Plaintiff EMAIL LINK CORPORATION (“ELC”) is a Delaware  
21 corporation, with its principal place of business at 500 Newport Center Drive, 7<sup>th</sup> Floor,  
22 Newport Beach, CA 92660.

23 4. On information and belief, Defendant TREASURE ISLAND, LLC  
24 (“Treasure Island”) is a Nevada limited liability company with its principal place of  
25 business in Las Vegas, Nevada. This Defendant may be served with process through its  
26 registered agent, Treasure Island, LLC c/o General Counsel, 3300 Las Vegas Boulevard  
27 South, Las Vegas, Nevada 89106.

1           5.       On information and belief, Defendant WYNN RESORTS, LIMITED  
2       ("Wynn") is a Nevada corporation with its principal place of business in Las Vegas,  
3       Nevada. This Defendant may be served with process through its registered agent,  
4       Kimmarie Sinatra, 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

5           6.       On information and belief, Defendant LAS VEGAS SANDS  
6       CORPORATION ("Sands") is a Nevada corporation with its principal place of business  
7       in Las Vegas, Nevada. This Defendant may be served with process through its registered  
8       agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas, Nevada  
9       89119.

10          7.       On information and belief, Defendant COSMOPOLITAN HOTELS &  
11       RESORTS INC. ("Cosmopolitan") is a Nevada corporation with its principal place of  
12       business in Las Vegas, Nevada. This Defendant may be served with process through its  
13       registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas,  
14       Nevada 89119.

15          8.       On information and belief, Defendant MGM RESORTS  
16       INTERNATIONAL ("MGM") is a Delaware corporation with its principal place of  
17       business in Las Vegas, Nevada. This Defendant may be served with process through its  
18       registered agent, Vitoria T. Ferraro, LLP, 3950 Las Vegas Boulevard South, Las Vegas,  
19       Nevada 89119.

20          9.       On information and belief, Defendant CAESARS ENTERTAINMENT  
21       CORPORATION ("Caesars") is a Delaware corporation with its principal place of  
22       business in Las Vegas, Nevada. This Defendant may be served with process through its  
23       registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas,  
24       Nevada 89119.

25          10.       On information and belief, Defendant HARD ROCK HOTEL HOLDINGS,  
26       LLC ("Hard Rock") is a Delaware limited liability company with principal place of  
27       business in Las Vegas, Nevada. This Defendant may be served with process through its  
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1 registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas,  
2 Nevada 89119.

3 11. On information and belief, Defendant HILTON WORLDWIDE, INC.  
4 (“Hilton”) is a Delaware corporation with its principal place of business in McLean,  
5 Virginia. This Defendant may be served with process through its registered agent, United  
6 States Corporation Company, 2215-B Renaissance Drive, Las Vegas, Nevada 89119.

7 **III. CLAIM FOR PATENT INFRINGEMENT OF**  
8 **PATENT NO. 7,840,176**

9 12. Plaintiff ELC incorporates each of the allegations above as if fully set forth  
10 herein.

11 13. On November 23, 2010, United States Patent No. 7,840,176 (“the ’176  
12 Patent”) was duly and legally issued for an “Information Distribution and Processing  
13 System.” A true and correct copy of the ’176 Patent is attached hereto as Exhibit A.

14 14. ELC is the assignee of the ’176 Patent and owns all right, title, and interest  
15 in and to the ’176 Patent, including the right to prosecute this action and recover past,  
16 present and future damages from the infringements alleged herein.

17 15. Defendant Treasure Island has infringed and continues to directly infringe  
18 claimed systems of the ’176 patent. On information and belief, and at a minimum,  
19 Treasure Island has been and now is directly infringing at least claim 10 of the ’176  
20 patent by transmitting, or having transmitted on its behalf, email communications to past,  
21 present, and potential future customers that contain links to data comprising Website  
22 pages owned, operated, or operated on behalf of Treasure Island. At least a portion of the  
23 data that comprises the Website pages owned, operated, or operated on behalf of Treasure  
24 Island contains links to other data.

25 16. Upon information and belief, Treasure Island provides the infringing  
26 method for the use of its customers, with knowledge of the ’176 Patent at least as of the  
27 date of service of this Complaint.

1           17. In addition to direct infringement, Treasure Island alternatively infringes  
2 indirectly by presenting its system using emails to customers—a system that has no  
3 substantially non-infringing use—which customers implement to directly infringe the  
4 '176 Patent, thus resulting in contributory infringement.

5           18. Treasure Island also alternatively induces infringement by providing its  
6 system using emails with links to its past customers, current customers, and potential  
7 customers with at least the implicit instructions to directly infringe the method(s) claimed  
8 in the '176 Patent by using the email system in an infringing manner. At least of the date  
9 of this Complaint, Treasure Island is providing its system using emails with links to these  
10 third parties with full knowledge of the '176 Patent, and knows or should know that use  
11 of its system using emails infringes the '176 Patent. Subsequent to the filing of this  
12 Complaint, continued provision of its system using emails with links to third parties  
13 constitutes specific intent on the part of Treasure Island to knowingly and actively induce  
14 infringement by encouraging infringement by its customers.

15           19. Defendant Wynn has infringed and continues to directly infringe claimed  
16 systems of the '176 patent. On information and belief, and at a minimum, Wynn has  
17 been and now is directly infringing at least claim 10 of the '176 patent by transmitting, or  
18 having transmitted on its behalf, email communications to past, present, and potential  
19 future customers that contain links to data comprising Website pages owned, operated, or  
20 operated on behalf of Wynn. At least a portion of the data that comprises the Website  
21 pages owned, operated, or operated on behalf of Wynn contains links to other data.

22           20. Upon information and belief, Wynn provides the infringing method for the  
23 use of its customers, with knowledge of the '176 Patent at least as of the date of service  
24 of this Complaint.

25           21. In addition to direct infringement, Wynn alternatively infringes indirectly  
26 by presenting its system using emails to customers—a system that has no substantially  
27 non-infringing use—which customers implement to directly infringe the '176 Patent, thus  
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1 resulting in contributory infringement.

2       22. Wynn also alternatively induces infringement by providing its system using  
3 emails with links to its past customers, current customers, and potential customers with at  
4 least the implicit instructions to directly infringe the method(s) claimed in the '176 Patent  
5 by using the email system in an infringing manner. At least of the date of this Complaint,  
6 Wynn is providing its system using emails with links to these third parties with full  
7 knowledge of the '176 Patent, and knows or should know that use of its system using  
8 emails infringes the '176 Patent. Subsequent to the filing of this Complaint, continued  
9 provision of its system using emails with links to third parties constitutes specific intent  
10 on the part of Wynn to knowingly and actively induce infringement by encouraging  
11 infringement by its customers.

12       23. Defendant Sands has infringed and continues to directly infringe claimed  
13 systems of the '176 patent. On information and belief, and at a minimum, Sands has  
14 been and now is directly infringing at least claim 10 of the '176 patent by transmitting, or  
15 having transmitted on its behalf, email communications to past, present, and potential  
16 future customers that contain links to data comprising Website pages owned, operated, or  
17 operated on behalf of Sands. At least a portion of the data that comprises the Website  
18 pages owned, operated, or operated on behalf of Sands contains links to other data.

19       24. Upon information and belief, Sands provides the infringing method for the  
20 use of its customers, with knowledge of the '176 Patent at least as of the date of service  
21 of this Complaint.

22       25. In addition to direct infringement, Sands alternatively infringes indirectly  
23 by presenting its system using emails to customers—a system that has no substantially  
24 non-infringing use—which customers implement to directly infringe the '176 Patent, thus  
25 resulting in contributory infringement.

26       26. Sands also alternatively induces infringement by providing its system using  
27 emails with links to its past customers, current customers, and potential customers with at  
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1 least the implicit instructions to directly infringe the method(s) claimed in the '176 Patent  
2 by using the email system in an infringing manner. At least of the date of this Complaint,  
3 Sands is providing its system using emails with links to these third parties with full  
4 knowledge of the '176 Patent, and knows or should know that use of its system using  
5 emails infringes the '176 Patent. Subsequent to the filing of this Complaint, continued  
6 provision of its system using emails with links to third parties constitutes specific intent  
7 on the part of Sands to knowingly and actively induce infringement by encouraging  
8 infringement by its customers.

9 27. Defendant Cosmopolitan has infringed and continues to directly infringe  
10 claimed systems of the '176 patent. On information and belief, and at a minimum,  
11 Cosmopolitan has been and now is directly infringing at least claim 10 of the '176 patent  
12 by transmitting, or having transmitted on its behalf, email communications to past,  
13 present, and potential future customers that contain links to data comprising Website  
14 pages owned, operated, or operated on behalf of Cosmopolitan. At least a portion of the  
15 data that comprises the Website pages owned, operated, or operated on behalf of  
16 Cosmopolitan contains links to other data.

17 28. Upon information and belief, Cosmopolitan provides the infringing method  
18 for the use of its customers, with knowledge of the '176 Patent at least as of the date of  
19 service of this Complaint.

20 29. In addition to direct infringement, Cosmopolitan alternatively infringes  
21 indirectly by presenting its system using emails to customers—a system that has no  
22 substantially non-infringing use—which customers implement to directly infringe the  
23 '176 Patent, thus resulting in contributory infringement.

24 30. Cosmopolitan also alternatively induces infringement by providing its  
25 system using emails with links to its past customers, current customers, and potential  
26 customers with at least the implicit instructions to directly infringe the method(s) claimed  
27 in the '176 Patent by using the email system in an infringing manner. At least of the date  
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1 of this Complaint, Cosmopolitan is providing its system using emails with links to these  
2 third parties with full knowledge of the '176 Patent, and knows or should know that use  
3 of its system using emails infringes the '176 Patent. Subsequent to the filing of this  
4 Complaint, continued provision of its system using emails with links to third parties  
5 constitutes specific intent on the part of Cosmopolitan to knowingly and actively induce  
6 infringement by encouraging infringement by its customers.

7 31. Defendant MGM has infringed and continues to directly infringe claimed  
8 systems of the '176 patent. On information and belief, and at a minimum, MGM has  
9 been and now is directly infringing at least claim 10 of the '176 patent by transmitting, or  
10 having transmitted on its behalf, email communications to past, present, and potential  
11 future customers that contain links to data comprising Website pages owned, operated, or  
12 operated on behalf of MGM. At least a portion of the data that comprises the Website  
13 pages owned, operated, or operated on behalf of MGM contains links to other data.

14 32. Upon information and belief, MGM provides the infringing method for the  
15 use of its customers, with knowledge of the '176 Patent at least as of the date of service  
16 of this Complaint.

17 33. In addition to direct infringement, MGM alternatively infringes indirectly  
18 by presenting its system using emails to customers—a system that has no substantially  
19 non-infringing use—which customers implement to directly infringe the '176 Patent, thus  
20 resulting in contributory infringement.

21 34. MGM also alternatively induces infringement by providing its system using  
22 emails with links to its past customers, current customers, and potential customers with at  
23 least the implicit instructions to directly infringe the method(s) claimed in the '176 Patent  
24 by using the email system in an infringing manner. At least of the date of this Complaint,  
25 MGM is providing its system using emails with links to these third parties with full  
26 knowledge of the '176 Patent, and knows or should know that use of its system using  
27 emails infringes the '176 Patent. Subsequent to the filing of this Complaint, continued  
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1 provision of its system using emails with links to third parties constitutes specific intent  
2 on the part of MGM to knowingly and actively induce infringement by encouraging  
3 infringement by its customers.

4 35. Defendant Caesars has infringed and continues to directly infringe claimed  
5 systems of the '176 patent. On information and belief, and at a minimum, Caesars has  
6 been and now is directly infringing at least claim 10 of the '176 patent by transmitting, or  
7 having transmitted on its behalf, email communications to past, present, and potential  
8 future customers that contain links to data comprising Website pages owned, operated, or  
9 operated on behalf of Caesars. At least a portion of the data that comprises the Website  
10 pages owned, operated, or operated on behalf of Caesars contains links to other data.

11 36. Upon information and belief, Caesars provides the infringing method for  
12 the use of its customers, with knowledge of the '176 Patent at least as of the date of  
13 service of this Complaint.

14 37. In addition to direct infringement, Caesars alternatively infringes indirectly  
15 by presenting its system using emails to customers—a system that has no substantially  
16 non-infringing use—which customers implement to directly infringe the '176 Patent, thus  
17 resulting in contributory infringement.

18 38. Caesars also alternatively induces infringement by providing its system  
19 using emails with links to its past customers, current customers, and potential customers  
20 with at least the implicit instructions to directly infringe the method(s) claimed in the  
21 '176 Patent by using the email system in an infringing manner. At least of the date of  
22 this Complaint, Caesars is providing its system using emails with links to these third  
23 parties with full knowledge of the '176 Patent, and knows or should know that use of its  
24 system using emails infringes the '176 Patent. Subsequent to the filing of this Complaint,  
25 continued provision of its system using emails with links to third parties constitutes  
26 specific intent on the part of Caesars to knowingly and actively induce infringement by  
27 encouraging infringement by its customers.

1           39. Defendant Hard Rock has infringed and continues to directly infringe  
2 claimed systems of the '176 patent. On information and belief, and at a minimum, Hard  
3 Rock has been and now is directly infringing at least claim 10 of the '176 patent by  
4 transmitting, or having transmitted on its behalf, email communications to past, present,  
5 and potential future customers that contain links to data comprising Website pages  
6 owned, operated, or operated on behalf of Hard Rock. At least a portion of the data that  
7 comprises the Website pages owned, operated, or operated on behalf of Hard Rock  
8 contains links to other data.

9           40. Upon information and belief, Hard Rock provides the infringing method for  
10 the use of its customers, with knowledge of the '176 Patent at least as of the date of  
11 service of this Complaint.

12           41. In addition to direct infringement, Hard Rock alternatively infringes  
13 indirectly by presenting its system using emails to customers—a system that has no  
14 substantially non-infringing use—which customers implement to directly infringe the  
15 '176 Patent, thus resulting in contributory infringement.

16           42. Hard Rock also alternatively induces infringement by providing its system  
17 using emails with links to its past customers, current customers, and potential customers  
18 with at least the implicit instructions to directly infringe the method(s) claimed in the  
19 '176 Patent by using the email system in an infringing manner. At least of the date of  
20 this Complaint, Hard Rock is providing its system using emails with links to these third  
21 parties with full knowledge of the '176 Patent, and knows or should know that use of its  
22 system using emails infringes the '176 Patent. Subsequent to the filing of this Complaint,  
23 continued provision of its system using emails with links to third parties constitutes  
24 specific intent on the part of Hard Rock to knowingly and actively induce infringement  
25 by encouraging infringement by its customers.

26           43. Defendant Hilton has infringed and continues to directly infringe claimed  
27 systems of the '176 patent. On information and belief, and at a minimum, Hilton has  
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1 been and now is directly infringing at least claim 10 of the '176 patent by transmitting, or  
2 having transmitted on its behalf, email communications to past, present, and potential  
3 future customers that contain links to data comprising Website pages owned, operated, or  
4 operated on behalf of Hilton. At least a portion of the data that comprises the Website  
5 pages owned, operated, or operated on behalf of Hilton contains links to other data.

6 44. Upon information and belief, Hilton provides the infringing method for the  
7 use of its customers, with knowledge of the '176 Patent at least as of the date of service  
8 of this Complaint.

9 45. In addition to direct infringement, Hilton alternatively infringes indirectly  
10 by presenting its system using emails to customers—a system that has no substantially  
11 non-infringing use—which customers implement to directly infringe the '176 Patent, thus  
12 resulting in contributory infringement.

13 46. Hilton also alternatively induces infringement by providing its system using  
14 emails with links to its past customers, current customers, and potential customers with at  
15 least the implicit instructions to directly infringe the method(s) claimed in the '176 Patent  
16 by using the email system in an infringing manner. At least of the date of this Complaint,  
17 Hilton is providing its system using emails with links to these third parties with full  
18 knowledge of the '176 Patent, and knows or should know that use of its system using  
19 emails infringes the '176 Patent. Subsequent to the filing of this Complaint, continued  
20 provision of its system using emails with links to third parties constitutes specific intent  
21 on the part of Hilton to knowingly and actively induce infringement by encouraging  
22 infringement by its customers.

23 47. ELC has been damaged as a result of Defendants' infringing conduct.  
24 Defendants are, thus, liable to ELC in an amount that adequately compensates it for their  
25 infringements, which, by law, cannot be less than a reasonable royalty, together with  
26 interest and costs as fixed by this Court under 35 U.S.C. § 284.

27 **IV. JURY DEMAND**  
28

1 ELC hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of  
2 Civil Procedure with respect to all issues so triable.

3 **V. PRAYER FOR RELIEF**

4 **WHEREFORE** ELC requests that the Court find in its favor and against  
5 Defendants, and that the Court grant ELC the following relief:

6 a. Judgment that one or more claims of United States Patent No. 6,339,693  
7 has been infringed, either literally and/or under the doctrine of equivalents, by one or  
8 more Defendants and/or by others to whose infringement Defendants have contributed  
9 and/or by others whose infringement has been induced by Defendants;

10 b. Judgment that Defendants account for and pay to ELC all damages to and  
11 costs incurred by ELC because of Defendants' infringing activities and other conduct  
12 complained of herein;

13 c. That Defendants' infringements be found to be willful from the time that  
14 Defendants became aware of the infringing nature of their respective products and  
15 services, and that the Court award treble damages for the period of such willful  
16 infringement pursuant to 35 U.S.C. § 284;

17 d. That ELC be granted pre-judgment and post judgment interest on the  
18 damages caused by Defendants' infringing activities and other conduct complained of  
19 herein;

20 e. That the Court declare this an exceptional case and award ELC its  
21 reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

22 f. That ELC be granted such other and further relief as the Court may deem  
23 just and proper under the circumstances.

1 Dated: September 7, 2011

Respectfully submitted,

2  
3 /s/ Brandon C. Fernald

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12  
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